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Counsel

CHARLES J MCCARTHY
Counsel

September 17, 1991

Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, DC 20423

1-260A051

ATTENTION: Mildred Lee.

16834-A
RECORDATION NO. 16834

SEP 17 1991 -3 30 PM

Dear Ms. Lee:

INTERSTATE COMMERCE COMMISSION

SEP 17 3 46 PM '91
NOT FOR OFFICIAL USE UNIT

Enclosed for filing recordation with the Commission are a certified true copy and two counterparts of the documents described below to be recorded pursuant to Section 11303 of the Interstate Commerce Act, 49 U.S.C. § 11303.

This document is a LEASE, dated August 21, 1990, and a Rider No. 1 thereto, dated October 18, 1990, between Louis Dreyfus Corporation and Northbrook Corporation. The primary document to which this document is connected is Recordation No. 16834.

The names and addresses of the parties to this document are as follows:

Lessor:

Louis Dreyfus Corporation
10 Westport road
Wilton, CT 06897-0810

Lessee:

Northbrook Corporation
875 North Michigan Avenue
Suite 1400
Chicago, IL 60611

The equipment covered by this document is two hundred sixty-three (263) covered hopper cars bearing LDCX markings.

This document should be indexed as:

Lease dated August 21, 1990, with Rider dated October 18, 1990, between Louis Dreyfus Corporation (Lessor) and Northbrook Corporation (Lessee).

Counterparts - Michael L. Sweeney

- 2 -

This document should be cross-indexed to Nos. 16001, 16002, and 17419.

Also enclosed please find a check in the amount of \$15.00 as the filing fee required by 49 C.F.R. 1177.3.

Sincerely,

A handwritten signature in dark ink, appearing to read "Andrew P. Goldstein". The signature is fluid and cursive, with the first name "Andrew" and last name "Goldstein" clearly distinguishable.

Andrew P. Goldstein
Attorney for
Louis Dreyfus Corporation

Enclosures

APG/rmm

CERTIFICATE

I, Andrew P. Goldstein, hereby certify that I am an attorney duly admitted in the District of Columbia, and am a member in good standing of the Bar of the District of Columbia, and that I have this 17th day of September 1991 compared the enclosed copy of the Lease and Rider, entered into as of August 21, 1990 and October 18, 1990, respectively, between Louis Dreyfus Corporation and Northbrook Corporation with the original document and certify that it is complete and identical in all respects to the original document.

Andrew P. Goldstein
Andrew P. Goldstein

Sworn to and subscribed before me this 17th day of September 1991.

Dona J. Palmer
Notary Public
My Commission expires: 3/14/93

Interstate Commerce Commission

Washington, D.C. 20423

9/17/91

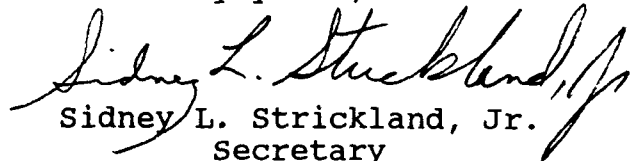
OFFICE OF THE SECRETARY

Andrew P. Goldstein
McCarthy, Sweeney & Harkaway, PC
1750 Pennsylvania Ave., N. W.
Washington, D. C. 20006

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/17/91 at 3:50PM , and assigned recordation number(s). 16834-A.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

16834-A
LOUIS DREYFUS CORPORATION

SEP 17 1991 3 50 PM

LEASE OF COVERED HOPPER CARS

INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT is made and entered into this 21st day of August, 1990, by and between LOUIS DREYFUS CORPORATION, a New York Corporation, hereinafter called "LESSOR," and Northbrook Corporation, a Delaware Corporation, hereinafter called "LESSEE."

WITNESSETH:

WHEREAS, LESSOR is willing to lease and LESSEE is desirous of leasing the railway covered hopper cars identified in Schedule A hereto, (the "CARS").

NOW THEREFORE, in consideration of the premises and of the covenants, promises, and undertakings of the parties, as herein-after contained, it is agreed as follows:

SECTION 1. TERM. The term of this AGREEMENT shall be for the period specified in Schedule B hereto. Notwithstanding the actual EFFECTIVE DATE of this AGREEMENT for any of the CARS, this AGREEMENT shall terminate on the date ("TERMINATION DATE") set forth in Schedule B hereto for all CARS subject hereto.

SECTION 2. RENT. LESSEE will pay rent to LESSOR for the use of each of the CARS during the term of this AGREEMENT at the rate per CAR per month set forth in Schedule B hereto, until actual return of the CARS to a point designated by LESSOR. The per diem rental rate for a CAR for a given month shall be determined by prorating the monthly rate over the number of days in that month. Payments shall be due on the first day of each month for the same month. LESSEE shall maintain or have maintained separate, complete and accurate books and records of mileage and movement relating to the CARS in the same form and to the same extent as customary in the LESSEE'S railcar leasing and management business, and retain such books and records for a period of not less than three (3) years. LESSEE shall make available such books and records for inspection by LESSOR, or its representatives, upon 48 hours prior written notice, during reasonable business hours, and LESSEE shall allow LESSOR, or its representatives to make photocopies thereof at LESSOR'S expense.

SECTION 3. USE. A. Subject to provisions of this AGREEMENT, LESSEE shall have exclusive use and control of the CARS during the term of this AGREEMENT, or extension thereof, provided, however, that said CARS shall be used only within the Continental limits of the United States of America or, on a

temporary and incidental basis, in Canada or Mexico; and LESSEE covenants that it does not anticipate that more than 10 percent of the CARS will be in Mexico at any one time.

B. LESSEE will preserve the CARS in good condition and will not alter the physical structure of any of the CARS or use the CARS for the transportation of corrosive lading. LESSEE may not change any of the marks, lettering, car initials, or exterior color of the CARS without the prior written permission of LESSOR, and then only on such terms and conditions as LESSOR reasonably may require including, but not limited to, payment by LESSEE of the costs of making such changes and of returning the CARS to the exterior condition that they were in prior to making any such changes. Notwithstanding this Section 3B, LESSEE may change the marks on the CARS from "LDCX" to "UMP" and shall remark each of the CARS in such manner as LESSOR directs before the last loaded move of that CAR under this LEASE. LESSEE shall maintain in contrasting color the plate or stencil that is on each of the CARS that states "OWNED BY A LESSOR AND SUBJECT TO AN EQUIPMENT LEASE FILED UNDER THE INTERSTATE COMMERCE ACT, SECTION 11303". LESSEE shall notify LESSOR in writing of each change of any of the marks or any stencil on any of the CARS. When LESSEE remarks LESSOR'S marks, LESSOR will reimburse LESSEE for each of the CARS the lesser of (i) \$50.00 and (ii) half of LESSEE'S cost of that remarking. When LESSEE remarks CARS in accordance to LESSOR'S direction, LESSOR will reimburse LESSEE the lesser of (i) \$100.00 and (ii) half of LESSEE'S cost of that remarking.

C. LESSEE shall use the CARS upon each railroad over which the CARS shall move in accordance with all governmental rules and regulations, interchange rules of the Association of American Railroads ("AAR"), and then prevailing tariffs and other applicable rules and regulations to which each said railroad shall be a party; and if the operation or movement of any of the CARS during the term of this AGREEMENT shall result in charges being made against the LESSOR by any railroad or association, LESSEE shall pay LESSOR for such charges within ten (10) days of receiving notice that such charges are due.

SECTION 4. MAINTENANCE. A. LESSOR shall be responsible for the cost of maintaining the CARS with the exception of the following:

LESSEE shall be responsible for the payment of all costs of repairs if any of said CARS are damaged due to use of the CARS in a manner other than that for which they were designed or due to the carrying of corrosive or abrasive materials, spilling of damaging materials, or the carrying of any material or performing any act which would damage a CAR or any part of it, including, but not limited to, damage to outlet gates caused by open

flame, vibrators, sledges or other devices during loading or unloading.

B. The LESSEE will cause the CARS or any of them, when in need of repair or maintenance, to be delivered to a mutually agreeable repair shop without cost to LESSOR, and to accept delivery of the CARS at that point when the repairs have been made. On any CAR needing such maintenance, rental shall abate five (5) days after the CAR is received in LESSOR'S designated shop, and until CAR is shipped from LESSOR'S designated shop. On any CAR repaired without prior notice by LESSEE to LESSOR, rental will not abate.

C. LESSOR shall have the right by its authorized representatives to inspect the CARS at the sole cost and expense of LESSOR at such times as LESSOR deems necessary and LESSEE will cooperate with LESSOR in making the CARS available for such inspections upon reasonable notice and request at a limited number of locations and in reasonable quantities.

D. LESSEE shall not modify any of the CARS without LESSOR'S approval.

SECTION 5. DAMAGE OR DESTRUCTION. LESSEE promptly shall notify LESSOR of any damage to or destruction of the CARS. In the event any CAR is lost due to destruction or damage beyond economical repair in the sole judgment of LESSOR, LESSOR shall be entitled to all compensation by the responsible party for the loss of the CAR in accordance with applicable AAR Rules or otherwise. Upon confirmation that any CAR has been lost due to destruction or damage beyond economic repair, rental charges shall be abated and LESSOR shall issue credits to LESSEE for any and all rental payments made after the date of said destruction or damage. LESSOR, at its option, may or may not replace such destroyed or damaged CARS with cars of comparable size and capacity which, if so replaced, shall then be deemed a CAR subject to this AGREEMENT. The rental for such replacement CAR shall commence to accrue on the date of arrival of the replacement CAR at a point mutually agreed upon by LESSOR and LESSEE.

SECTION 6. LIABILITY. Except for acts of negligence attributable solely to LESSOR or its Agents, LESSOR shall not be liable for (a) any loss of, or damage to, commodities or property, or any part thereof, loaded or shipped in the CARS, however such loss or damage may be caused or result, or (b) any loss or damage arising through injury to or death of persons or damage to any other property, however such loss or damage may be caused or result. LESSEE assumes responsibility for and agrees to indemnify LESSOR against the cost of defending any claims made against LESSOR and any judgments rendered against LESSOR for the events and occurrences described in this paragraph.

SECTION 7. TAXES. LESSOR shall pay all property taxes properly imposed or measured by such CARS on the mileage thereon,

and will file all property tax reports relating thereto. LESSEE shall be responsible for and will indemnify LESSOR from all sales, and/or use taxes imposed by federal, state, municipal, and other governmental authority. LESSEE agrees to cooperate fully and promptly with LESSOR in providing to LESSOR any information which LESSOR may deem necessary to fulfillment of its obligations under this paragraph.

SECTION 8. DELIVERY OF CARS UPON TERMINATION. By the TERMINATION DATE or upon failure of LESSEE to cure the breach of any conditions or covenant herein by it within ten (10) days after written notice thereof by LESSOR to LESSEE, LESSEE shall deliver the CARS, free and clear of any and all transportation charges, to LESSOR at the point or points designated by LESSOR. If LESSEE shall fail or refuse to deliver said CARS as aforesaid, LESSOR shall have the right, without further notice or demand, and in addition to and without constituting a waiver of any other remedy, claim or right hereunder or at law (i) if this AGREEMENT is terminated in accordance with provisions hereof, to take possession of said CARS wherever found, or (ii) either to take possession of said CARS wherever found without terminating this AGREEMENT, or to terminate this AGREEMENT and to take possession of said CARS wherever found, and in all cases with or without legal process, and remove them at LESSEE's expense, and for such purpose LESSEE authorizes LESSOR to enter any premises occupied by LESSEE or to issue such CAR relocation directives to railroads who may be in possession of the CARS. LESSEE agrees to indemnify and pay to the LESSOR reasonable attorney's fees and costs of repossession. Provided further that unless LESSEE delivers more than 90% of the CARS to a point designated by LESSOR (within the continental United States) within 15 days after the termination date of the AGREEMENT, LESSOR shall have the right to impose on LESSEE a rental surcharge equal to twice the monthly rate, pro-rata for the number of days from (and including) the 15th day after the last day of the AGREEMENT to (but excluding) the date LESSEE delivers a CAR or CARS to LESSOR'S designated point.

SECTION 9. SUCCESSORS AND ASSIGNMENT. This AGREEMENT and the terms and provisions and covenants herein contained shall extend to and be binding upon and shall inure to the benefit of the respective successors and assigns of the respective parties hereto. Any sublease of the CARS by LESSEE shall be null and void unless (a) LESSOR is given actual notice of said sublease by LESSEE within 48 hours of LESSEE entering into a sublease agreement, such notice to include the identity of the sublessee, (b) such sublease is reduced to writing and is expressly subordinate to this AGREEMENT, and (c) LESSOR is provided a true and complete copy of said sublease within thirty (30) days of the date when LESSEE first entered into said sublease (even on a verbal basis). Failure by LESSEE to observe any of these conditions shall entitle LESSOR to terminate this AGREEMENT and to take possession of the CARS at LESSEE's sole and full expense in addition to any other remedies available to LESSOR under this AGREEMENT or at law. LESSEE, however, shall not otherwise

encumber their leasehold interest in any of the CARS or assign or use this AGREEMENT as security, without prior written consent of LESSOR. Notwithstanding any such sublease or written consent of LESSOR, LESSEE shall remain bound by all the terms, covenants and conditions of this AGREEMENT.

SECTION 10. ENTIRE AGREEMENT. This instrument, including all Schedules and Riders hereto, contains the entire agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement or any waiver, change, modification, extension or discharge is sought.

SECTION 11. WAIVER. A waiver of a breach of any of the conditions, covenants or agreements in this lease by any party shall not be construed to be a waiver of any subsequent breach of any such conditions, covenant or other agreement.

SECTION 12. GOVERNING LAW. This AGREEMENT shall be subject to the laws of New York applicable to contracts to be performed entirely within that state.

SECTION 13. GENERAL. Sections 3B, 5, 6, and 7 shall survive the termination of this LEASE and the return of the CARS.

SECTION 14. NOTICES. Any notices required or made hereunder in writing shall be provided by certified mail, return receipt requested, to:

For LESSOR: Louis Dreyfus Corporation
10 Westport Road, P. O. Box 810
Wilton, CT 06897-0810
ATTENTION: Lawrence J. Greenhall

For LESSEE: Northbrook Corporation
875 North Michigan Avenue, Suite 1400
Chicago, Illinois 60611
ATTENTION: Robert Dwyer

IN WITNESS WHEREOF, LESSOR and LESSEE respectively, each pursuant to due corporate authority, have caused these presents to be executed and their respective corporate seals to be here onto affixed duly attested, as of the day and year first above written.

(CORPORATE SEAL)

ATTEST:

By: *Ronald E. Kilgore*

Date: SEPTEMBER 4, 1990

Northbrook Corporation (LESSEE)

By: *Dennis T. Smith*
PRESIDENT

(CORPORATE SEAL)

ATTEST:

By: *[Signature]*

Date:

LOUIS DREYFUS CORPORATION (LESSOR)

By: *[Signature]*

Lawrence J. Greenhall
Director of Transportation

SCHEDULE A

Page 1 of Schedule A to Lease Agreement dated August 21, 1990 by and between LOUIS DREYFUS CORPORATION (LESSOR) and NORTHBROOK CORPORATION (LESSEE).

TYPE AND DESCRIPTION OF CARS: 4750 cu. ft. 100-ton Covered Hopper Cars, equipped with trough hatches and gravity outlets

NUMBER OF CARS: 210

INTERIOR EQUIPMENT: None

SPECIAL LININGS: None

PERMITTED LADING USE: Grain and Grain Products

REPORTING MARKS AND NUMBERS: as listed on the following pages of Schedule A

(CORPORATE SEAL)

ATTEST:

NORTHBROOK CORPORATION
(LESSEE)

By: *Gerald T. L. L...*

By: *Dennis T. L...*
Pres. D&W

Date: SEPTEMBER 4, 1990

(CORPORATE SEAL)

ATTEST:

LOUIS DREYFUS CORPORATION (LESSOR)

By: *[Signature]*

By: *[Signature]*
Lawrence J. Greenhall
Director of Transportation

Date: _____

ALL CARS TO BECOME "UMP" INITIALED

1 LDCX 20595	54 LDCX 20752	107 LDCX 20808	159 LDCX 20462
2 LDCX 20596	55 LDCX 20753	108 LDCX 20809	160 LDCX 20464
3 LDCX 20597	56 LDCX 20755	109 LDCX 20810	161 LDCX 20467
4 LDCX 20598	57 LDCX 20756	110 LDCX 20811	162 LDCX 20473
5 LDCX 20599	58 LDCX 20757	111 LDCX 20812	163 LDCX 20483
6 LDCX 20600	59 LDCX 20758	112 LDCX 20814	164 LDCX 20500
7 LDCX 20601	60 LDCX 20759	113 LDCX 20815	165 LDCX 20504
8 LDCX 20602	61 LDCX 20760	114 LDCX 20816	166 LDCX 20521
9 LDCX 20603	62 LDCX 20761	115 LDCX 20817	167 LDCX 20526
10 LDCX 20606	63 LDCX 20762	116 LDCX 20818	168 LDCX 20527
11 LDCX 20608	64 LDCX 20763	117 LDCX 20819	169 LDCX 20533
12 LDCX 20609	65 LDCX 20764	118 LDCX 20820	170 LDCX 20534
13 LDCX 20611	66 LDCX 20765	119 LDCX 20821	171 LDCX 20544
14 LDCX 20612	67 LDCX 20766	120 LDCX 20822	172 LDCX 20556
15 LDCX 20615	68 LDCX 20767	121 LDCX 20823	173 LDCX 20557
16 LDCX 20712	69 LDCX 20768	122 LDCX 20824	174 LDCX 20560
17 LDCX 20713	70 LDCX 20769	123 LDCX 20825	175 LDCX 20564
18 LDCX 20714	71 LDCX 20770	124 LDCX 20826	176 LDCX 20565
19 LDCX 20715	72 LDCX 20771	125 LDCX 20827	177 LDCX 20586
20 LDCX 20716	73 LDCX 20772	126 LDCX 20828	178 LDCX 20631
21 LDCX 20717	74 LDCX 20773	127 LDCX 20829	179 LDCX 20636
22 LDCX 20718	75 LDCX 20774	128 LDCX 20830	180 LDCX 20640
23 LDCX 20719	76 LDCX 20775	129 LDCX 20831	181 LDCX 20644
24 LDCX 20720	77 LDCX 20776	130 LDCX 20832	182 LDCX 20653
25 LDCX 20721	78 LDCX 20777	131 LDCX 20833	183 LDCX 20654
26 LDCX 20722	79 LDCX 20778	132 LDCX 20834	184 LDCX 20666
27 LDCX 20723	80 LDCX 20779	133 LDCX 20835	185 LDCX 20671
28 LDCX 20724	81 LDCX 20780	134 LDCX 20836	186 LDCX 20672
29 LDCX 20725	82 LDCX 20781	135 LDCX 20837	187 LDCX 20673
30 LDCX 20726	83 LDCX 20782	136 LDCX 20838	188 LDCX 20675
31 LDCX 20728	84 LDCX 20783	137 LDCX 20839	189 LDCX 20676
32 LDCX 20729	85 LDCX 20784	138 LDCX 20840	190 LDCX 20692
33 LDCX 20730	86 LDCX 20785	139 LDCX 20842	191 LDCX 20695
34 LDCX 20731	87 LDCX 20786	140 LDCX 20843	192 LDCX 20697
35 LDCX 20732	88 LDCX 20787	141 LDCX 20844	193 LDCX 20700
36 LDCX 20733	89 LDCX 20788	142 LDCX 20845	194 LDCX 20710
37 LDCX 20734	90 LDCX 20789	143 LDCX 20846	195 LDCX 20856
38 LDCX 20735	91 LDCX 20792	144 LDCX 20847	196 LDCX 20857
39 LDCX 20736	92 LDCX 20793	145 LDCX 20848	197 LDCX 20881
40 LDCX 20737	93 LDCX 20794	146 LDCX 20849	198 LDCX 20887
41 LDCX 20738	94 LDCX 20795	147 LDCX 20850	199 LDCX 20888
42 LDCX 20739	95 LDCX 20796	148 LDCX 20851	200 LDCX 20967
43 LDCX 20740	96 LDCX 20797	149 LDCX 20852	201 LDCX 20970
44 LDCX 20741	97 LDCX 20798	150 LDCX 20227	202 LDCX 20979
45 LDCX 20742	98 LDCX 20799	151 LDCX 20309	203 LDCX 20986
46 LDCX 20744	99 LDCX 20800	152 LDCX 20319	204 LDCX 20989
47 LDCX 20745	100 LDCX 20801	153 LDCX 20327	205 LDCX 21000
48 LDCX 20746	101 LDCX 20802	154 LDCX 20404	206 LDCX 21003
49 LDCX 20747	102 LDCX 20803	155 LDCX 20426	207 LDCX 21018
50 LDCX 20748	103 LDCX 20804	156 LDCX 20440	208 LDCX 21022
51 LDCX 20749	104 LDCX 20805	157 LDCX 20442	209 LDCX 21034
52 LDCX 20750	105 LDCX 20806	158 LDCX 20450	210 LDCX 21045
53 LDCX 20751	106 LDCX 20807		

RIDER 1

This RIDER shall be attached to and forms a part of the AGREEMENT dated as of the 21st day of August, 1990 by and between LOUIS DREYFUS CORPORATION (LESSOR) and NORTHBROOK CORPORATION (LESSEE).

Cars covered by this RIDER:

TYPE AND DESCRIPTION OF CARS: 4750 cu. ft. 100-ton Covered Hopper Cars, equipped with trough hatches and gravity outlets

NUMBER OF CARS: 53

INTERIOR EQUIPMENT: None

SPECIAL LININGS: None

PERMITTED LADING USE: Grain and Grain Products

REPORTING MARKS AND NUMBERS: as listed on the following page 3 of this RIDER 1

LEASE TERM: Through September 30, 1991

RENEWAL OPTIONS AND NOTICE: At the end of LEASE term, RIDER will be renewed for an additional 14 months as long as gross earnings and rental received by LESSOR average above \$425.00 per car per month. If earnings average below \$425.00 per car per month, it is the LESSOR'S option to renew the terms of this RIDER for an additional 14 months.

EFFECTIVE DATE: September 1, 1990

TERMINATION DATE: September 30, 1991

BASE MONTHLY RENTAL: \$400.00 per car

SPECIAL TERMS: CAR MARKS: LESSEE shall remark CARS from "LDCX" initials to "UMP" initials preserving the CAR NUMBER. VARIABLE RENTAL: The first \$50 of LESSEE'S share of off-line per car car earnings each month will go to LESSEE. All per car earnings in excess of \$50 will be split equally between LESSOR and LESSEE. LESSOR understands that LESSEE will be giving carriers who utilize these CARS a share of off line earnings, not to exceed 50% of total off line earnings. LESSEE will provide LESSOR a copy of each LEASE AGREEMENT covering any CAR covered by this LEASE AGREEMENT with all essential terms intact. Any other information that is not relevant to LESSOR can be deleted.

MAINTENANCE: All maintenance bills are to be forwarded to LESSOR'S Agent, Trailer Train Company, 101 North Wacker Drive, Chicago, Illinois 60606 for payment. LESSOR shall have the right to select the shop for repairs for any CAR covered by this AGREEMENT. Any repairs over the amount of \$250.00 are not to be made without approval of LESSOR, or LESSOR'S Agent, Trailer Train.

(CORPORATE SEAL)

ATTEST:

NORTHBROOK CORPORATION (LESSEE)

By: Carmen Montano By: David P. Kilgore
VICE PRESIDENT-CONTROLLER

Date: 10-18-90

(CORPORATE SEAL)

ATTEST:

LOUIS DREYFUS CORPORATION (LESSOR)

By: [Signature]

By: [Signature]

Lawrence J. Greenhall
Director of Transportation

Date: Oct 15, 1990

1 LDCX 21201
2 LDCX 21205
3 LDCX 21206
4 LDCX 21211
5 LDCX 21212
6 LDCX 21214
7 LDCX 21215
8 LDCX 21219
9 LDCX 21221
10 LDCX 21223
11 LDCX 21226
12 LDCX 21228
13 LDCX 21231
14 LDCX 21233
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53 LDCX 21341